the case of goods delivered to one under a forged order, the rule is uniform that the fraud furnishes no excuse. 37 L. R. A. 177 and cases there cited. Where the fraud is upon the consignor, however, the cases are in conflict. A typical case is where a swindler assumes the name of a reputable person, and orders goods in the name of that person, which are delivered by the carrier to the impostor. In such a case is the right party the one with whom the consignor carried on the correspondence, or the person whose name the swindler assumed? One line of cases holds the right party to be the person whose name was assumed. *Pacific Express Co.* v. *Shearer,* 160 Ill. 215; *American Express Co.* v. *Fletcher,* 25 Ind. 492. Another line of cases holds the right party to be the one with whom the consignor carried on the correspondence. *Samuel* v. *Cheney,* 135 Mass. 278; *The Drew,* 15 Fed. 826. The court in *Samuel* v. *Cheney, supra,* saying, "we think the more correct statement is that the consignor intends to send the goods to the man who ordered them and agreed to pay for them, supposing erroneously that he was Arthur Swannick." The above rule is qualified to the extent that if the carrier, in the exercise of reasonable diligence, should have known that a fraud was being perpetrated upon the consignor he will be held liable for delivering to the impostor. *L. & N. Railroad Co.* v. *Fort Wayne Electric Co.,* 108 Ky. 113; 2 HUTCH. ON CAR. 750. And the carrier cannot exempt itself from liability for this negligence by special contract. In *Western Union Telegraph Co.* v. *Lapenna* (Ind., 1921), 133 N. E. 144, money was sent with the understanding that the defendant could deliver the money to "such person as its agent believed to be the above named payee." Defendant contended that it was absolved from liability upon payment to one whom its agent in fact believed to be the payee, even though by the exercise of due care the agent should have known otherwise. But the court held that notwithstanding the waiver of identification the carrier was bound to exercise reasonable care. As the carrier in the principal case was the one fraudulently imposed upon, and it failed to deliver to the right party, the fraud constituted no defense.

CARRIERS—WRITTEN NOTICE OF CLAIM OF DAMAGES BY INJURED PASSENGER.—Action for personal injuries to plaintiff, who was riding on a driver's pass, caused by a collision on defendant's road. In consideration of the pass plaintiff agreed that the carrier should not be liable for personal injury unless notice in writing of the claim was sent to the general manager within thirty days after injury. Defendant's claim agent called on plaintiff in a hospital where he was being treated for his injuries, but plaintiff said he was not in condition to talk to him. No written notice was given. *Held,* the requirement of notice in writing was valid, and there could be no recovery. *Gooch* v. *Oregon Short Line R. Co.* (U. S., Feb. 27, 1922).

After such decisions as *So. Pac. Co.* v. *Stewart,* 248 U. S. 446, 17 MICH. L. REV. 420, it seems strange that such a question as the present should be carried to the Supreme Court of the United States; stranger still that it should be decided with three justices dissenting. That such regulations are

reasonable at common law was past dispute, and the Cummins Act of 1915, which changed the common law so as to forbid any lesser period than ninety days for giving notice of losses of goods, made no reference to injuries to passengers. This is natural, for the Cummins Act was dealing only with injuries to goods. The court divided on the question whether the Cummins Act showed a changed public policy on the whole question of the period within which notice must be given. On this the majority held that the silence of the statute as to cases of passengers was conclusive; that there had been no change in the policy of the law. The dissenting judges say: "The Cummins Amendment is the protest of the country against the discrimination and hardship which many federal and state court decisions show to have resulted all over the country, from the enforcement of such a rule as to property claims." They do not agree with the prevailing opinion that there is less need of time for filing claims for personal injuries. On the contrary, injured men are likely to need more time, and the court should accept the public policy prescribed by Congress and apply it to personal injury claims. This extension of the operation of a statute by applying changed policies of law it is supposed to reflect to cases not covered by the statute is an interesting door to judicial legislation that may not be entered in this note.

CONSTITUTIONAL LAW—GRAND JURY—SUFFRAGE AMENDMENT DOES NOT GIVE WOMEN THE RIGHT TO SERVE ON GRAND JURY.—The grand jury which returned the indictment against the defendant was composed of ten men and two women. The code provided that the grand jury should be composed of ten men. Defendant moved to quash the indictment on the ground that the grand jury was not properly constituted. Plaintiff contended that the Nineteenth Amendment entitled women to perform jury service. *Held,* indictment should be dismissed, as the right or duty to serve on the grand jury should not be confounded with the right to vote. *Stroud* v. *State* (Tex. C. C. A., 1921), 235 S. W. 214.

A jury at common law was "twelve good men and true." 3 BLACK. COMM. 349. "Under the word *homo,* though a name common to both sexes, the female was, however, excluded, *propter defectum sexus,*" except where a writ of *de ventre inspiciendo* was issued. This common law idea as to the qualifications of a juror has been universally followed under the American constitutions. *Capital Traction Co.* v. *Hof,* 174 U. S. 1. The passing of the suffrage amendments have, however, raised the question as to whether or not the common law rule that women were not eligible for jury service still prevails. One line of cases holds that where a certain class has been designated from which jurors are to be chosen, and women are subsequently brought within that class by a change in the law, they automatically become liable for jury service. *People* v. *Barltz,* 180 N. W. 423; *Parus* v. *Dist. Court,* 42 Nev. 229. Other cases, however, have held that women are not entitled to perform jury service, even though they were subsequently brought within the class from which jurors are selected. *In re Opinion of the Jus-*